

DEPT-01 RECORDING \$11.00

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THE ABOVE SPACE FOR RECORDER'S USE ONLY 86-260821

COOK COUNTY RECORDER

THIS INDENTURE, made June 16, 1986 between Egbert A. Forbes and

Irestelle S. Forbes, His Wife

herein referred to as "Mortgagors," and Security Pacific Finance Corp., an Illinois corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder being herein referred to as Holder of the Note, in the principal sum of Eighteen Thousand

Three Hundred Ninety One and 01/100 (18,391.01) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the Holder and delivered, which said Note provides for monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on June 20, 1990; or an Initial balance stated above and a credit limit of \$ N/A under a Revolving Line of Credit Agreement.

NOW, THEREFORE the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in City of Evanston, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

That Part of Lots 29 and 30 Taken as a Tract in Block 3 in Arthur T. Mc Intosh's Church Street Addition to Evanston, Being a Subdivision of Part of the South West 1/4 of the North West 1/4 of Section 13, Township 41 North, Range 13 East of the Third Principal Meridian, Lying West of a Line Drawn from a point in the South Line of said Lot 29 which is 46.42 Feet West of the South East Corner of Said Lot 29 to a Point in the North Line of Said Lot 30 which is 48.77 feet West of the North East Corner of said Lot 30 and lying East of a Line drawn from a point in the South Line of said Lot 29 which is 67.42 feet West of the South East corner of said Lot 29 to a point in the North Line of Said Lot 30 which is 69.77 Feet West of the North East Corner of said Lot 30, in Cook County, Illinois.

Commonly known as: 1812 Lemar, Evanston, Illinois 60201

Permanent Parcel Number: 10-13-111044-80-260821



ALSO

PARCEL 2:

THE SOUTH 11 FEET OF THE NORTH 20 FEET AS MEASURED ON THE WEST LINE THEREOF OF THE WEST 22 FEET AS MEASURED ALONG THE NORTH LINE THEREOF OF THE AFORESAID LOTS 29 AND 30 TAKEN AS A TRACT IN BLOCK 3 IN ARTHUR T. MC INTOSH'S CHURCH STREET ADDITION;

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand s and seals of Mortgagors the day and year first above written.

Signature lines for Egbert A. Forbes and Irestelle S. Forbes with (SEAL) markers.

This Trust Deed was prepared by M. Orozco, 8565 W. Dempster, Suite 115, Niles, IL 60648

STATE OF ILLINOIS, )
County of Cook ) SS. I, Joe DePerte, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Egbert A. Forbes and Irestelle S. Forbes, his wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of June, 1986

Notarial Seal

Signature of Notary Public

Notary Public

86260821

86260821

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

MAIL TO:

**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER THE INSTALLMENT NOTE SECURED BY TRUSTEE  
BEFORE THE TRUST DEED IS FILED FOR RECORD.

By \_\_\_\_\_  
Assistant Secretary / Assistant Vice President

Identification No. \_\_\_\_\_

1 Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises under agreement against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured under policies providing for payment by the insurance company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby; all in compliance with the policy of the note, under mortgage policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

2 Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note a duplicate copy of the same. To prevent default hereunder Mortgagee shall pay in full under policy, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3 Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured under policies providing for payment by the insurance company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby; all in compliance with the policy of the note, under mortgage policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4 In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required or contemplated in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on such indebtedness, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim (heretofore or hereafter) from any tax sale or foreclosing sale and premises or contract any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth in the note.

5 The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to an estimate of the value of the property or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate, or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim heretofore.

6 Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary, become due and payable (a) immediately in the case of default in the performance of any other agreement of any principal or interest hereunder, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

7 When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, in a suit to foreclose the lien hereof, which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentation, and expert evidence, symposiums' charges, publication costs and costs for attorney's fees, Trustee's fees, for sale of the property and expenses of the sale, which shall be allowed and included as additional indebtedness in the decree nisi to foreclose the lien hereof.

8 The proceeds of any foreclosure sale of the premises, shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured debt, and of which additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

9 Upon, or at any time after the filing of a bill to foreclose this lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without the joinder of the Mortgagee or of Mortgagee at the time of application for such receiver and without regard to the value of the premises or whether the same shall be hereafter sold or not; and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, or Trustee for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of (a) the indebtedness secured hereby, or by any decree hereon in this trust deed, or any tax, income in his hands in payment in whole or in part of (a) the indebtedness secured hereby, or by any decree hereon in this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or on such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

10 No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party imposing same in an action at law upon the note hereby secured.

11 Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12 Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnification satisfactory to it before exercising any power herein given.

13 Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note, representing that all indebtedness hereof has been paid, which as representation Trustee may accept as true without inquiry. Where a release is requested of a successor Trustee, such successor Trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a predecessor Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the original Trustee and it has never placed its identification number on the note described herein, and where the release is requested of the original Trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14 Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the County in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

15 This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16 Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).

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